

**UNITED STATES DISTRICT COURT  
DISTRICT OF MINNESOTA**

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Burlesque of North America, Inc.  
& Michael Davis,

Plaintiffs,

v.

Amazon.com, Inc., Azar Inc., Quill Corp.,  
Staples Inc., Next Jump, Inc., Meredith  
Corp., Global Equipment Company, Inc.,  
Faithfulness, LLC,

Defendants.

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Case No. 0:18-cv-1067 (JNE/HB)

**DEFENDANT AMAZON.COM INC.'S  
ANSWER AND ADDITIONAL  
DEFENSES**

As and for its Answer to Plaintiff Burlesque of North America, Inc.'s and Michael Davis' (collectively, "Plaintiffs") Complaint, Defendant Amazon.com, Inc. ("Amazon") states and alleges as follows:

**INTRODUCTION**

1. Amazon states that the first sentence of Paragraph 1 of Plaintiffs' Complaint states a legal conclusion to which no response is required. Amazon denies the allegations contained the second sentence in Paragraph 1 of Plaintiffs' Complaint.

**PARTIES**

2. Amazon lacks information sufficient with which to admit or deny the allegations contained in Paragraph 1 of Plaintiffs' Complaint and, accordingly, denies such allegations.

3. Amazon lacks information sufficient with which to admit or deny the allegations contained in Paragraph 2 of Plaintiffs' Complaint and, accordingly, denies such allegations.

4. Amazon admits that it is a Delaware corporation with its principal place of business in Seattle, Washington. Amazon denies the remaining allegations in Paragraph 4 of Plaintiffs' Complaint.

5. Amazon lacks information sufficient with which to admit or deny the allegations contained in Paragraph 5 of Plaintiffs' Complaint and, accordingly, denies such allegations.

6. Amazon lacks information sufficient with which to admit or deny the allegations contained in Paragraph 6 of Plaintiffs' Complaint and, accordingly, denies such allegations.

7. Amazon lacks information sufficient with which to admit or deny the allegations contained in Paragraph 7 of Plaintiffs' Complaint and, accordingly, denies such allegations.

8. Amazon lacks information sufficient with which to admit or deny the allegations contained in Paragraph 8 of Plaintiffs' Complaint and, accordingly, denies such allegations.

9. Amazon lacks information sufficient with which to admit or deny the allegations contained in Paragraph 9 of Plaintiffs' Complaint and, accordingly, denies such allegations.

10. Amazon lacks information sufficient with which to admit or deny the allegations contained in Paragraph 10 of Plaintiffs' Complaint and, accordingly, denies such allegations.

### **JURISDICTION AND VENUE**

11. Amazon states that Paragraph 11 of Plaintiffs' Complaint contains legal conclusions to which no response is required. Amazon denies any and all remaining allegations contained in Paragraph 11 of Plaintiffs' Complaint.

12. Amazon states that Paragraph 12 of Plaintiffs' Complaint contains legal conclusions to which no response is required. Amazon denies any and all remaining allegations contained in Paragraph 12 of Plaintiffs' Complaint.

13. Amazon states that Paragraph 13 of Plaintiffs' Complaint contains legal conclusions to which no response is required. Amazon denies any and all remaining allegations contained in Paragraph 13 of Plaintiffs' Complaint.

### **FURTHER FACTS**

14. Amazon lacks information sufficient with which to admit or deny the allegations contained in Paragraph 14 of Plaintiffs' Complaint and, accordingly, denies such allegations.

15. Amazon lacks information sufficient with which to admit or deny the allegations contained in Paragraph 15 of Plaintiffs' Complaint and, accordingly, denies such allegations.

16. Amazon lacks information sufficient with which to admit or deny the allegations contained in Paragraph 16 of Plaintiffs' Complaint and, accordingly, denies such allegations.

17. Amazon lacks information sufficient with which to admit or deny the allegations contained in Paragraph 17 of Plaintiffs' Complaint and, accordingly, denies such allegations.

18. Amazon lacks information sufficient with which to admit or deny the allegations contained in Paragraph 18 of Plaintiffs' Complaint and, accordingly, denies such allegations.

19. Amazon lacks information sufficient with which to admit or deny the allegations contained in Paragraph 19 of Plaintiffs' Complaint and, accordingly, denies such allegations.

20. Amazon lacks information sufficient with which to admit or deny the allegations contained in Paragraph 20 of Plaintiffs' Complaint and, accordingly, denies such allegations.

21. Amazon lacks information sufficient with which to admit or deny the allegations contained in Paragraph 21 of Plaintiffs' Complaint and, accordingly, denies such allegations.

22. Amazon lacks information sufficient with which to admit or deny the allegations contained in Paragraph 22 of Plaintiffs' Complaint and, accordingly, denies such allegations.

23. Amazon states that Exhibit A speaks for itself. Amazon denies any and all

remaining allegations contained in Paragraph 23 of Plaintiffs' Complaint.

24. Amazon denies the allegations contained in Paragraph 24 of Plaintiffs' Complaint.

25. Amazon denies the allegations contained in Paragraph 25 of Plaintiffs' Complaint.

26. Amazon states that the Exhibits attached to the Complaint speak for themselves. Amazon denies any and all remaining allegations contained in Paragraph 26 of Plaintiffs' Complaint.

27. Amazon states that Exhibit B speaks for itself. Amazon denies any and all remaining allegations contained in Paragraph 27 of Plaintiffs' Complaint.

28. Amazon states that Exhibit C speaks for itself. Amazon denies any and all remaining allegations contained in Paragraph 28 of Plaintiffs' Complaint.

29. Amazon states that Exhibit D speaks for itself. Amazon denies any and all remaining allegations contained in Paragraph 29 of Plaintiffs' Complaint.

30. Amazon states that Exhibit E speaks for itself. Amazon denies any and all remaining allegations contained in Paragraph 30 of Plaintiffs' Complaint.

31. Amazon states that Exhibit F speaks for itself. Amazon denies any and all remaining allegations contained in Paragraph 31 of Plaintiffs' Complaint.

32. Amazon states that Exhibit G speaks for itself. Amazon denies any and all remaining allegations contained in Paragraph 32 of Plaintiffs' Complaint.

33. Amazon states that Exhibit H speaks for itself. Amazon denies any and all remaining allegations contained in Paragraph 33 of Plaintiffs' Complaint.

**COUNT I**  
**COPYRIGHT INFRINGEMENT**

34. Amazon incorporates its responses to the allegations contained in Paragraphs 1 through 33 of Plaintiffs' Complaint as though fully set forth herein.

35. Amazon states that Paragraph 35 of Plaintiffs' Complaint contains statements of law to which no response is requirement. Amazon denies any and all remaining allegations contained in Paragraph 35 of Plaintiffs' Complaint.

36. Amazon states that the Exhibits attached to the Complaint speak for themselves. Amazon denies any and all remaining allegations contained in Paragraph 36 of Plaintiffs' Complaint.

37. Amazon denies the allegations contained in Paragraph 37 of Plaintiffs' Complaint.

38. Amazon states that Paragraph 38 of Plaintiffs' Complaint contains statements of law to which no response is requirement. Amazon denies any and all remaining allegations contained in Paragraph 38 of Plaintiffs' Complaint.

**ADDITIONAL DEFENSES AND OTHER AVOIDANCES**

1. Plaintiffs' Complaint fails, in whole or in part, to state a claim upon which relief may be granted.

2. Plaintiffs' claims are barred, in whole or in part, by the applicable statute of limitations.

3. Plaintiffs' claims are barred, in whole or in part, by the doctrine of misuse of copyright.

4. Plaintiffs' claims are barred, in whole or in part, because Plaintiffs do not own valid copyright registrations for the intellectual property rights asserted, and have not properly or timely registered their work.

5. Plaintiffs' Complaint fails for the reason that any alleged action or failure to act on the part of Amazon was not the proximate cause of any alleged injury to Plaintiffs.

6. Plaintiffs' Complaint fails to state facts sufficient to state a claim that would support an award of actual, statutory, compensatory, punitive, or liquidated damages against Amazon.

7. Plaintiffs' claims are barred, in whole or in part, because Amazon did not induce, cause and/or materially contribute to the alleged infringement, if any, with knowledge that such activities were infringing.

8. Plaintiffs' claims are barred, in whole or in part, because Amazon's conduct was in good faith, innocent and with non-willful intent, at all times.

9. To the extent Plaintiffs suffered any damages, which Amazon expressly denies, Plaintiffs have failed to take the steps necessary to mitigate the damages sustained.

10. Plaintiffs' claims for relief are barred, in whole or in part, by the doctrines of fair use, laches, waiver, bad faith, estoppel, ratification, and/or unclean hands.

11. Plaintiffs' claims are barred, in whole or in part, by Plaintiffs' own unclean hands and/or inequitable conduct.

12. Plaintiffs would be unjustly enriched by any recovery of their claims.

13. Amazon reserves the right, upon completion of its investigation and

discovery, to assert such additional defenses as may be appropriate.

**WHEREFORE**, Defendant Amazon.com, Inc. requests that the Court enter an Order granting the following relief:

1. Dismissing Plaintiffs' Complaint with prejudice and on the merits;
2. Awarding Amazon its reasonable expenses of litigation, including attorneys' fees, costs, and disbursements; and
3. Awarding such other and further relief as the Court deems just, proper, and equitable.

**MASLON LLP**

Dated: July 3, 2018

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